

1901-045 Chancery Causes: Milton V. Reese vs. J. M. Prichard
Lee Co.

Olinger, Bailey

CA-Debt
T-Property

-Deed
-Correspondence

To the Hon. H. A. W. Shuen, Judge of the
Circuit Court of Lee County:

Your orator Milton V. Reese, humbly
complaining, sheweth unto the court,
that on the 19 day of February 1889,
he sold and conveyed unto J. M. Prichard
a certain tract of land in the Crab Orchard
country of the said county of Lee, for
and in consideration of the sum of \$772⁵⁰,
twenty dollars of which was in hand paid
and the residue of \$752⁵⁰, was to be
paid in three equal instalments, ~~and~~
in six, twelve and eighteen months
respectively, and evidenced by three notes
or bonds, and a vendors lien was retained
on the said tract of land until the
entire purchase price was paid, as will
be seen by reference to the deed wherey
the said land was conveyed, a copy of
which deed is filed herewith, marked
exhibit "A", and is prayed to be read as
a part of this bill. The note or
bond which represented the installment
to be paid ⁱⁿ twelve ^{months} after date of conveyer
of said land, your orator avers has
never been paid; which bond for \$250⁰⁰
is herewith filed, marked exhibit "B", and is

prayed to be read as a part of this bill,
And whereas, the said bond has never been
paid, and whereas to secure the payment of said
bond, a vendors lien was retained on said
land, your orator is advised that the debt
represented by said bond is an equitable
lien on said land.

For-as-much therefore, your orator is reminded
save in a court of equity, he prays that
the said J. M. Prichard be made defendant-
to this bill, and required to answer the
same but not upon oath, the ~~oath~~^{oath} being hereby waived,
that proper process issue, the said lands or
so much thereof as will suffice to satisfy
your orator's lien thereon and the costs of suit
and sale, be sold and the proceeds thereof
be applied to the payment of said costs
and lien; and that all other further and
general relief may be given, as in the
premises is just and right: And your
orator will ever pray, etc.

J. C. Noel p. q.

Milton V. Reese
vs Bill in Chancery

J. M. Prichard

1899. 1st October rules bill
filed Spa executed to

Deere Nisi

" 2nd October rules.

Now Term 1899 Contd.

March Term 1901 Deere
final see order Book
No 6 Page 511

Plffs Costs	Defts Costs
Clerk \$4.94	recovered
Tax 1.50	Clerk 2.80
J P 3.75	atty 15.00
roito 50	J P 1.50
\$10.69	Co C 1.00
	\$20.30

To the Honorable H.A.W.Skeen, Judge of the Circuit

Court of Lee County, Virginia:

The answer of J.M.Prichard to a bill exhibited against him in this Honorable Court by Milton V.Reese.

This respondent says that it is true that he purchased on the 19th day of February, 1889, from the Complainant the land in the bill and proceedings mentioned, at the price of \$772.50; that he paid down in cash on said day the sum of \$20.00 and executed his three several notes for the sum of ^{each} \$250.83 for the residue of said purchase price of said land, said notes due respectively in six, twelve and eighteen months from the date thereof.

Your respondent will now show your Honor that he paid the note which first became due, at or before the time when the same became due. The note which was to become due eighteen months after date was assigned and sold by the said complainant to one John M. Bailey, and this note was long since paid by your respondent, thus leaving to be settled the note which became due and payable twelve months after the date thereof, but your respondent avers that he has long since fully paid said last mentioned note, which payment your respondent will now state specifically: On October the 9th, 1889 upon a settlement of the note which first became due it was ascertained that your respondent had overpaid said note \$17.36, and this sum was there and then credited on the note here sued on; on the 11th day of November, 1889 respondent paid to the said complainant a pistol which is likewise credited on said note at the sum of \$5.00; on November the 14th, 1889 the said M.V.Reese gave an order to your respondent to pay D.Z.Parsons the sum of \$45.00, which said order your respondent accepted and paid in full on the 1st day of February 1890, all of which is more fully shown by said order, acceptance and receipt, which is herewith filed as part hereof marked "Ex 1". On the 6th day of July, 1889 W.P.Wood obtained a judgment against Arminta Reese, the mother of said Complainant, for \$12.81 with interest thereon from the 22nd day of January, 1889 till paid and

\$1.00 cost, this judgment was paid by your respondent at the request of said Complainant as follows, \$10.00 on the 22nd day of October, 1890, and the residue on the 16th day of June, 1891, the Judgment amounting on that day, principal, interest and cost to the sum of \$15.98, all of which is more fully shown by said judgment, 15.98 the credit endorsed, and the officers receipt written thereon which is filed herewith as part hereof marked "Ex 2"; on ~~February~~ ^{July} the 29th, 1890 your respondent paid to Mary J. Jones at the request of the said M.V. Reese the sum of \$100.00, \$53.00 of which was in payment of a note for that sum executed at the complainant's request to Tip Reasor, which \$53.00 went in settlement on the first note and the remaining \$47.00 was to be credited on the note here ~~sued~~ ^{47.} sued on, all of which is more fully shown by the receipt of the said Mary J. Jones which is here filed as part hereof marked "Ex 3"; on July 11th, 1891 your respondent paid to the said Mary Jones for the complainant the sum of \$25.00 which is to be a credit on said 25.00 note sued on, which is also fully shown by said receipt herewith filed marked "Ex 4"; on the 19th day of February, 1889, the said M.V. Reese by written order directed your respondent to pay Luther Slomp the sum of \$12.50, this debt was afterwards paid by your respondent and at the time of payment with interest and costs accrued amounted to the sum of \$16.11 all of which is more fully shown 16.11 by said order which is herewith filed marked "Ex 5". The reason why costs accrued on said Slomp debt is because the said Slomp was not willing to wait until the money which your respondent owed the said Complainant became due and he sued out an attachment against the said M.V. Reese making your respondent a party thereto as garnishee, On April the 7th, 1892 your respondent paid the said M.V. Reese the 31.41 sum of \$31.41 in hay, being 4488 lbs. of hay at \$14.00 per ton of 2000 lbs., this is fully shown by the weigh bill herewith filed as part hereof marked "Ex 6"; some time before the purchase by your respondent a suit was instituted in the Circuit Court of Lee County for a partition of the lands among the Reese heirs of which your respondent's purchase was a part. In this suit considerable costs x

were incurred and on this costs your respondent paid for the said M.V.Reese the sum of \$14.26; on the 27th day of April, 1893 a suit was instituted in the Circuit Court of Wise County by Joseph T. Johnston and others claiming to be the heirs of John Johnston deceased and asserting title to one third of the land so purchased by your respondent from the said M.V.Reese, as well as asserting title to one third of the 62000^{acres} patent granted to John Johnston, Nathan Field and Nathaniel Taylor of which this tract of land so purchased by your respondent, is a part, and your respondent was compelled to pay and did pay the sum of \$13.39 in and about the defence of his title to said parcel of land, which said sum should be credited to him on said note, said suit being the assertion of an adverse claim to said land and is covered by the warranty of title contained in said deed, A copy of the writ in said cause is herewith filed as part hereof marked "Ex 7"; on the ____ day of ____ your respondent paid the balance of the Waddele debt amounting, principle, interest and cost to \$13.98. This payment was made at the request of said complainant and pursuant to a judgment rendered against your respondent as garnashee; on June the 16th, 1891 respondent paid to C.B.Turner, constable the sum of \$7.23 on some of the debts, not now known which, which the said Turner as constable held for collection against the said M.V.Reese, and he files herewith as a part hereof a check for the same marked "Ex 8"; on November 26th, 1893. respondent attended said Complainant professionally and furnished him medicine amounting to \$0.75 which was to go as a credit on said note; and on January the 23rd 1899, he administered to the Complainant's wife medicine worth \$0.50 which he is willing should be credited on said note; on the 5th day of March 1889 complainant wrote to respondent that his mother owed Bury Olinger \$80.00 and requested respondent when the money became due to ~~the~~ complainant to pay that sum for him, and on the 19th day of February, 1890 in settlement of the same your respondent paid the said Olinger the sum of \$85.46, by giving to the said Olinger credit upon his account due your respondent for medical services, said

letter requesting said payments is herewith filed as part hereof marked "Ex. 9".

Thus it is clearly shown that your respondent has fully paid the whole and entire purchase price agreed to be paid by him for said lands, including the note sued on. It is not only shown that he has fully paid the same, but it is clearly shown that he has overpaid his indebtedness to said complainant at least \$80.00, and for this sum he asks a judgment against the said complainant.

Your respondent will further show your honor that the said complainant ought not to have and maintain this suit against him, for this reason, that the said complainant, with a view to evade the payment of taxes on the note ^{or bond} here sued on, has never made out and delivered under oath, or otherwise, to the commissioner of the revenue of his district, or to any other legally authorized authority, a list and statement as required by law, reporting said note or bond here sued on as a subject of ~~taxation~~ assessment and taxation under the laws of this state, and for this, if for no other reason, the said complainant is not entitled to a recovery against your respondent.

And now having fully answered said bill your respondent prays to be hence dismissed with his costs in this behalf expended.

C. F. Duncan,)
H. M. Goins,) p.d.
H. L. Woodward }

+++++

Acts 1897-8
 p 387.

J. M. Prichard
ad. of Answer.

Milton V. Reese.

Filed in open court
and by leave thereof
Novr the 17th 1899
A. B. Munsey Clerk

Mr. D. Reese, Plaintiff }
vs } In Chancery.
J. M. Prichard Defendant }

This cause came on this day to be heard upon the papers formally read in the cause and depositions filed therein and process executed on J. B. Olinger since the last term of the court making him a party to this cause, and was argued by counsel. Upon consideration whereof it appearing to the court that the defendant J. M. Prichard had over paid the plaintiff's note herein sued on, the amount of \$80., it is therefore ordered, adjudged and decreed that the plaintiff's bill be dismissed at his cost, and that said J. M. Prichard ^{reopen} from said Mr. D. Reese the defendant the sum of eighty dollars together with his costs by him in this behalf expended, for which execution may issue.

It is further ordered, adjudged and decreed that said J. B. Olinger be dismissed from this suit without costs to him.

And the cause is stricken from the docket.

Mr. D. Reese
as } in blankety.
J. M. Prichard
Deere Kinal.

Entered on C.C.B.
No. 6. P. 371.

Enter this decree

At a w. Shree
This March 4th 1901.

M. V. Reese Plff. }
vs } In Chancery,
J. M. Orichard, Def.

This cause came on this day
to be heard upon the papers for-
merly read in the cause and
was argued by counsel; and,
on motion of defendants it
appearing to the court that
full justice could not be done
without the presence of J. B.
Olinger as a new party to
this cause, it is therefore or-
dered, adjudged and decreed that
the clerk of this court issue
process against said J. B.
Olinger making him a party
to this cause, and the cause
is continued.

M. V. Reese

4 In chry.

J. M. Prichard

Reese

Entered on O.B. L

P. 458.

Enter this decree

H. C. W. Sherr

this Nov. 15th 1900.

M T Rice

vi

J M Fairbank

on the subject of these
cases the defendant asked leave
to file his answer thereto which
leave was granted him and his
answer was accordingly filed
to which answer the plaintiff
replied generally and the
case is continued.

M. V. R. R.

No 2 Deane

J. M. P. R. R.

Entered on Chy
C. 73 No 6. P. 335.

Entered this day

pt 2 of the

for 170. 8. 9. 10.

The depositions of M.V. Reese, and
J.B. Olinger

taken before me J. D. Olinger a justice
of the peace for the County of Lee,
pursuant to notice hereto annexed, at
J.D. Olinger's dwelling house in the town
of Olinger in Lee County, Virginia on the
12 day of May 1900, between the hours
of 10 o'clock A.M. and six o'clock P.M.

To be read in ^{evidence} behalf of the the plaintiff
in a certain suit depending in the Circuit-
Court of Lee County, wherein M.V.
Reese is plaintiff and J.M. Prichard
is defendant.

Present: J.C. Noel, Counsel for plaintiff,
and M.V. Reese, the plaintiff, in person.

M.V. Reese, a witness of lawful age, being
duly sworn, deposes and says as follows:

1 Ques. State your age, residence and occu-
pation?

Ans. I am 33 years old, my residence Olinger,
Va, and a farmer by occupation.

Ques Are you the plaintiff in this suit?
Ans I am.

Ques I here hand you note or bond filed
with your bill of complaint, marked exhibit
"B". please state whether it is one of the
notes executed by J.M. Prichard to you, and
for the land sold him and
whether the credit thereon is just? Also
if it is the note or bond claimed by you, to

be yet-unpaid?

It is one of the notes or bonds executed to me for the land mentioned in my bill of Complaint; and the one sued on by me is still unpaid; I do not know as to the credit on the note, as the note was left in my sister's hands, Mary Jones, for collection. But I am willing he should have the benefit of them, except the first credit of \$173⁰⁰, which is there by mistake.

Ans. In your bill of complaint you say that he executed to you three notes for deferred payments on the land sold him and mentioned and described in your bill of Complaint, one due in six, one in twelve, and one in eighteen months respectively, please state, what became of the note that was due in six months from date, and also the one due in ~~two~~ eighteen months.

Ans. I sold the one due in 18 months to J. M. Bailey, and the one due in 6 months, was paid me by J. M. Prichard.

Ques. Please state how and when he paid you the note due in six months from date?

Ans. He paid me a horse valued at \$100⁰⁰, ~~dollars~~, merchandise at Big Stone Gap, \$173⁰⁰, and \$50⁰⁰, claimed to be paid by him for me to Alf. Slomp, and he executed his note to Tip Reesor for me, for the sum of \$53⁰⁰. But he failed to pay the \$53⁰⁰ note to said Reesor, and

I have since paid the same to the said Reesor taking up said note, which I herewith file as a part of my deposition marked "\$53". ~~He also~~

Ques. You say in answer to question 3 that the \$17.36 credit on note sued on is a mistake, and should not be there. How do you account for same.

Ans J. M. Prichard was to pay me \$20.00 in hand when the deed was executed, this he did not pay then, but afterwards he paid me the \$20.00, and the first note being left in Mary Jones hands, who is my sister, the \$20.00 was charged as a part payment on the first note. The horse at \$100.00, the goats \$17.36, the debt paid Alf Slomp, and the Reesor note of \$53.00, and the \$20.00, pays the first note and interest and leaves a balance of about the \$17.36.

Ques J. M. Prichard in his answer, says he paid a judgment against Arminia Reese, your mother in favor of W. P. Wood, at your request, said judgment costs and interest amounting to \$15.78, and files said judgment in this case as an exhibit, marked "Ex 2". Please state whether or not you ever made such request of Mr. Prichard, and state whether the same is properly chargeable to you?

Ans I never requested Mr. Prichard to pay said judgment, nor is the same properly chargeable to me, my mother had plenty of property to

out of which said judgment - and costs could have been made, and I have always understood that he paid judgment for my mother, as a credit - upon his board bill (as he was at that time boarding with her.

Ques. In the defendant's answer, he claims a credit of \$25⁰⁰, paid your sister Mary Jones, as of July 11, 1891, and files her receipt, - as Ex. 4. Is that - the same credit - as shown on back of note of same date or another?

Ans. It is the same credit.

Ques. The defendant - in his answer says he paid for you to M. W. Slomp the sum of \$16¹¹, upon your order to him, and files with said Ans an order from you to him, requesting him to pay M. W. Slomp \$12⁵⁰, marked "Ex 6". Please state what you know about this.

Ans. I owed Mr. Slomp \$12⁵⁰ which was to be paid in corn. Mr. Prichard sent the order to me for me to sign. Stating that he could satisfactorily settle with Mr. Slomp. I signed the order sent me by Dr. Prichard, and returned it to him and not to Slomp. Mr. Slomp informs me that Prichard did not pay any thing on said debt - but he got corn out of my field for same according to my agreement with him. My people also told me that Slomp got the corn. I was away from home, at the time. I do not believe that the debt - was paid by Prichard, any way.

I should not account to him for more than the face of the order, \$1250.

Ques What do you know about the Geo. Parsons order for \$450, "Ex 1" of defendant's answer?

Ans It is a proper credit on the note.

Ques Defendant in his answer to your bill says that you are due him a credit for 4484 lbs of hay at \$4.00 per ton amounting to \$31.41 and files what purports to be a weigh bill for same marked "Ex 6." Please state whether it be a proper charge against you.

Ans It is not. I got two loads of hay, nearly a thousand pounds in each load, which I was to have at sixty cents per hundred. I hauled the hay to Slumps to be weighed. The weights do not show ~~the~~ any thing but the four draughts. I brought the ~~weigh~~ weigh bill to Prichard myself. The weights 916, 912, show the ~~net~~ weight of the hay, and the weights 1380, and 1280, show weights of wagon and hay together. This was brought back to show the net weight of the two loads of hay, and that I had paid for weighing the same. Slump charged 25¢ a draught for weighing, and there were four draughts, two of hay and wagon, and two of wagon alone, weight of wagon was deducted from total weight, thus showing net weight of hay. Prichard is due a credit of \$10.98 for the hay.

one dollar paid by me at his request-
for weighing hay and wagon. Thus leaving
a credit due him for hay of \$9.97.

Ques

The defendant- in his answer to your bill
of complaint- says that- before he purchased
the lands from you, that suit- had been
instituted in the circuit court- of Lee County
for partition of the lands among the Rees brothers
and that- suit- considerable costs accrued
against- you, and that- he paid for you
the sum of \$14²⁶. on said costs. Please
state whether the same be true, and whether
you authorized him to pay the same.

Ans.

I did not- authorize him to pay the said
costs, and further, he never even told me
that- he had paid the said costs, until
after this suit was brought; and the same
should not- be charged to me.

Ques

Defendant- alleges that- he also paid
\$13.³¹ in and about- the defense of the title
to the land purchased, in the circuit court-
of Wise in the suit- of Joseph T. Johnson
and others, and has filed notice of said
suit- marked "Ex. 7". Please state if it is
a proper charge against- you or not-?

Ans

I do not think it is. I was no party to the
suit, and had no notice of it, and besides Prichard
had title to other lands affected by said
suit. I should not pay for defending that title.

The defendant also says and charges that - he paid the Bal. of the Waddell debt - for you, amounting to \$13 ²⁸.

Please State whether this ^{sum} charge is just and properly chargeable to you.

Ans

I think not; the \$53 ^{note} executed to Tip Ream covered part of Waddell debt; and the Bal. I paid to E. B. Turner myself, and took his receipt. - If Prichard paid any thing for me on that ~~debt~~ debt, it was unauthorized and should not be charged to me.

Ques

Defendant - alleges that - he paid for you on June 16, 1891, the sum of \$7 ²³, on some of the debts in E. B. Turners Hands, for collection against you and Exhibits ^{a check} ~~which~~ for same marked "E. B. T." as evidence thereof.

State what - you - know about - this.

Ans

I know of nothing about - such a payment. - I know of no debt - he could have paid it on, except - it be one some of the debts or claims that - he already has charged to me. I did not - authorize him to pay it, and have received no credit for it on any debt I owed. that I have any knowledge of.

Defendant - alleges that - on the 5th day of March you requested him to pay for ~~you~~ to bury Olinger the sum of \$8.00 and alleged that he paid the same.

and files a letter marked "Ex 9" which he claims contains your order. Please state what you may know about this?

Ans. I asked him to pay the debt - which I and my Mother owed Olinger, represented by note, and signed by us. I expected him to lift the note. But if he did pay it, he did not lift said note and it is outstanding against us to this day and I will have to pay it again. Bury Olinger died a short time after I requested him to pay the debt, and the note passed into the hands of J.B. Olinger the father of Bury Olinger, and his only heir at law, and the said J.B. Olinger holds me and my mother responsible for said debt, alleging that he settled the account of Bury Olinger with Prichard, and paid the said Prichard all that his son owed him.

Ques Did you authorize J.M. Prichard to pay, W Mary Jones the \$532, which was refused by the Tip Reaver note?

A I did not. The debt was due to Reaver and I have paid it to Reaver myself.

Ques Have you ever made out and delivered under oath, to the Commissioner of the revenue of your District a statement, reporting said note or debt?

and on in this cause, as subject - for
taxation, and if not Please state why
you have not done so?

Ans

I have not; because I thought from
Prichard's representations that the note
had about been paid, I had no thought
in doing so, to evade the payment of the
taxes on said note or bond. I have
been a non resident of the state until
within the last few years, and had till
I came back to Va. no way of ascertaining
whether he had paid the claims he
represented to have paid for me. Since
I came back I have repeatedly tried
to get Mr. Prichard to settle with me
but - could not get him to make a
settlement. I am ready and willing
to pay any taxes that may be due on said
note as soon as it is ascertained what the
the balance due me on said note may be.

I will pay into court whatever tax the court
may say I should pay on said note,

And further this defendant - says
not.

M. V. Reese.

J. B. Olinger another witness of lawful
age, being duly sworn deposes and
says:

(Does)

Please state your age Residence and
occupation.

I am 75 years old, my residence Olinger

Yes, and am a farmer.

Ques Are you acquainted with M.V. Reese
J.M. Prichard, and Arminia Reese, mother
of M.V. Reese?

Ans I am.

Ques Were you in his life time acquainted
with Bury Olinger?

Ans I was. He was my son, and he died
about Sept-1889.

Ques Do you know any thing of a note
or bond executed to said Bury Olinger by
M.V. Reese and Arminia Reese; for about
\$80.00?

Ans I do, I have in my possession said note
which was originally for \$85.00, and it has
a credit there for \$5.00. The note fell
to me as the only heir at-law of Bury
Olinger, he having no children or widow,
I paid off all his debts, and took
possession of his assets, among which
was the note aforesaid.

Ques. Do you know any thing about a
settlement-between your son Bury and J.M.
Prichard, in which J.M. Prichard gave
your son credit on his account; for \$85.
46 in payment-of the Reese note above
referred to?

Ans There was no settlement-of that-kind.
After my son died, I asked Dr Prichard
to make off his account, against-my son,
and I would pay it off. He said
he wanted a col-in Olinger, for it.

so I gave him a lot, and discharged
my sons account-with Prichard on that-
way. I do not-know whether the
deed made Prichard sets forth these
facts or not- but- he was to have the
lot for the debt- my son owed him.

Ques

In J. M. Prichard's answer to to the bill
filed against him in this ^{case}, he says he
~~settler~~ made a settlement-with your son
and on the 19 day of Feb- 1890, and in
said settlement-gave him credit- for \$46.
46. Please state whether or not- ^{there} it could
have been such a settlement-on that-date?

Ans

There could have been no such a
settlement-on that-date, for my son
Bury died on Sept-3 1889. Besides
I have heard Prichard say, since that-
time that- the note held by me of my sons,
and which is the Reese note above referred
to, had not been paid, and ^{he} has promised
repeatedly to pay me the amount of said
note, but- has never done so.

Ques

To whom are you looking, for the money
due on said note?

Ans.

I am looking to M. V. Reese and his
wether. I have no obligation from Prichard.

Attested
over / done
5/8

And further this deponent- says
not.

J. B. Olinger

Virginia Lee County Court:

I J. D. Olinger a Justice of the
peace for the County of Lee ^{and state} of
Virginia do hereby certify that the
foregoing depositions of M. V. Reese
and J. B. Olinger were duly taken,
sworn to and subscribed before me at
the place and time mentioned therein
and in the caption thereto, pursuant
to the notice annexed. In witness
whereof I have hereunto set my hand and
of seal, on this 12 day of May 1907.
J. D. Olinger J. P. Seal
Time employed, five hours.

M. V. Reese
vs Deposition

J. M. Prichard

Received by mailing
Condition and filed
2/21/1907

A. B. Munsey

Costs
Justice \$32.50
J. P. Munsey
Witness 1.00

53 $\frac{00}{100}$

On the first of May 1890
I promise to pay M. V. Reese
Fifty-Three dollars, with le-
gal interest from date, and
I waive the benefit of my
homestead exemption as to
this obligation, Given under
my hand and seal, This 20th-
ber the 4th-1889.

J. M. Richardson

"29¢" 72

I assign the within
note to A. C. T. Reazor
for value received of him
this 5th of Oct 1889
M. V. Reese

Mr. J. M. Prichard:

Take notice, that on the 12 day of May 1908,
at J. D. Clinger's dwelling house in the town of Clinger
in Lee County Virginia, between the hours of 10
o'clock A.M. and 6 o'clock P.M. of that day, I shall proceed
to take the depositions of J. B. Clinger and others to be
read in evidence in my behalf in the suit in
equity depending in the circuit court of Lee
County, in which I am plaintiff and you are
defendant; and if from any cause the taking of
the said depositions be not commenced on that-
day, or if commenced, if they be not completed
on that-day, the taking of the said depositions
will be adjourned and continued from time to time
and from place to place, and between the same
hours until they are completed.

Respectfully

M. V. Reese

M. V. Reese
vs of notice of the
depositions
J. M. Prichard

Virginia Lee County Court:

I W. H. Johns

do solemnly swear that
this day
I have executed the within

notice by delivering a true
copy thereof to J. M. Prichard
by whom under my hand
this 3 day of May 1900.

W. H. Johns
sworn to before me this

3 day of May 1900 by
W. H. Johns

J. D. Chiles

To Mr.M.V.Reese:

You are hereby notified, that, on the 2nd day of June, 1900 at the depot in the town of Olinger, Lee County, Virginia, between the hours of 9 A.M. and 6 P.M. of that day, I shall proceed to take the depositions of J.B.Olinger and others, to be read as evidence in my behalf in a certain suit in equity, depending in the Circuit Court for the County of Lee, wherein I am defendant and you are plaintiff; and if from any cause the taking of the said depositions be not commenced, or if commenced, be not concluded on that day, the taking thereof will be adjourned from day to day and from place to place or at the same place, and between the same hours, until the same shall be completed.

May 22, 1900.

Respectfully,

J. M. Prichard,
By counsel,

J. M. Prichard
ads, { Notice to
 take
 Depositions

Milton V. Reese

Served a copy of the
within notice on
M. V. Reese at his
residence, by deliver-
ing same to him.
This day, June 1st 1900

Virginia Deed Book 1, B. Thompson, Public
J. L. D. Bailey a Notary in and for Lee County
Virginia do certify that B. Thompson appeared
before me and made oath that he presented the
within notice by delivering a true copy of the
same to M. V. Reese on the 1st day of June 1900.
Witness under my hand this June 2nd 1900.
C. D. Bailey N.P.

The depositions of M. V. Reece, J. B. H. Olinger and L. D. Bailey taken at the depot in the town of Olinger in Lee County Virginia on the 2nd day of June 1900 to be used as evidence on behalf of the defendant in a certain suit in Chancery now pending in the Circuit Court of Lee County Virginia wherein M. V. Reece is plaintiff and J. M. Prichard is defendant.

Present W. L. Woodward counsel for defendant, and J. M. Prichard the defendant in person, and M. V. Reece the plaintiff in person.

Ques. 1. M. V. Reece a witness of lawful age being duly sworn and says: State your age, residence, and occupation.

Ans. 1. I am thirty three years old. I am a farmer. I reside at Olinger, Va.

Ques. 2. Are you the plaintiff in this suit?

Ans. 2. Yes Sir.

Ques. 3. In your deposition you state that ~~you~~ J. M. Prichard paid you the \$100 note, look at the note and see if the credits on ~~the~~ the back of it are correct.

Ans. 3. I don't think they are. I know them

are not. ^{which}

Ques 4 Please state of these credits on this note are not correct?

Ans 4 The \$2.75 credit is not correct.
The \$12.15 credit is not correct.
I do not think that I owed him that amount, This credit was not placed on this note by any agreement between us.

The \$3.50 credit I do not remember was added

Ques 5 What was the ~~balance due~~ ^{amount over paid} on the first note to be credited on the second note after the fifty three dollar note was executed?

Ans 5 I do not believe that the fifty three dollar note paid the first note.

Ques 6 If there had been more than fifty three dollars due you why did you not take a note for the full amount due you on the first note?

Ans 6 It was by mistake of 20 dollars paid me which was acknowledged in the deed.

Ques 7 Did you write this letter handed you, to Dr. Orchard from Bureau

West Va dated June 29 1890th
in which you refer to the fifty
three dollar note?

Ans. 7 This I believe is my hand write
I don't remember much about
the contents of the letter.

Ques 8 Did you write this letter handed
you, to Dr. Richard from Garman
Boyd & Co. D.C. dated April 17 1890
in which you refer to owing (Boyd
Turner) a balance on a note?

Ans. 8 I believe this is my hand write

Ques 9 Do you know whether or not the
note referred to in the last mentioned
letter was the same note on which
Pot Wood obtained a judgment
against Araminta Reese your
mother?

Ans. 9 I do not know

Ques 10 How long have you been
living in Lee Co since you came
back to reside here?

Ans 10 Two years I think a little over
two years. And further this
deponent sayeth not.

MV Reese

J. B. F. Olinger another witness of
lawful age being duly sworn deposes
and says.

Ques. 1 What is your age, occupation and
residence?

Ans. 1 I am thirty eight years old.
I am a farmer I live near
Olinger Va.

Ques. 2 Are you acquainted with M. V.
Reese, J. M. Richard & J. B. Olinger.

Ans. 2 Yes Sir I am

Ques. 3 At the time they were locating the
L. & N. R. R. through this Co.
~~Where~~ you called as a witness to
an agreement made at the
Turkey Cove Seminary
between J. M. Richard & J. B.
Olinger in which J. B. Olinger
appointed J. M. Richard - his sole
agent for selling lots in the proposed
town of Olinger & objected to by Plaintiff
as being immaterial

Ans. 3 I was called as a witness to the
contract referred to. Dr. Richard
had a petition for the purpose of getting
a depot at Olinger and I signed it.

Ques. 4 In said contract ~~that~~ was J. B.
Olinger to pay the usual percent
for selling lots?

Ans. 4 I do ^{not} recollect ~~any~~ about anything being
said in relation to the percent to
be paid Dr. Richard

Ques 5 Are you acquainted with the
lot on which Dr. Richard's
house now stands & which was
deeded to said Richard by J
B Olinger & wife?

Ans 5 I am

Ques 6 What was a fair cash valuation
of said lot at the time the contract
above referred to, was made between
J. M. Richard & J. B. Olinger?

Ans. 6 I think Twenty five dollars was
a fair cash price for the lot.
And further this deponent sageth
not J. B. Olinger

C. D. Bailey another witness
of lawful age after being duly
sworn deposes and says

Ques 1 State your age, occupation &
residence

Ans. I am forty four years old I am
a school teacher & farmer I
live near Olinger Va,

Ques 2 Are you acquainted with
J. M. Richard & M. W. Reese &
J. B. Olinger?

Ans. 2 I am

Ques 3 Are you acquainted with the
lot on which Dr. Richard's
house now stands and which
was deeded to said Richard by
J B Olinger & wife and if so what

would have ^{been} fair cash value of it at the
time the S & N. R. R. was being
built through Lee Co.

Ans. 3 I think Twenty five dollars
would have ^{been} a fair cash
price for said lat. And further
this deponent saith not.

C. D. Bailey

No other witnesses appearing the
further taking of the depositions
is adjourned till Wednesday June
6th 1900 at the same office of
C. V. Duncan in the Town of
Jonesville Virginia,
This June 2nd 1900,

J. D. Clinger J. C.

Met pursuant to adjournment at the law office of C.T.Duncan in the town of Jonesville, Va. June 6th, 1900.

Present H.L.Woodward of counsel for defendant.

J.M.Prichard a witness of lawful age being duly sworn deposes as follows:

Q.1.-- Please state your age, occupation and place of residence.

A.-- I am 48 years old, a physician and reside at Olinger, Va.

Q.2.-- Are you the defendant in this case?

A.-- I am.

Q.3.-- Please state how you paid M.V.Reese for the land which you purchased from him?

A.--I gave him three notes in payment for land, one due in six, one in twelve and one in eighteen months. I paid him a twenty dollar gold piece, which was counted out of the price to be paid for the land and is so stated in the deed. On October the 4th 1889 Mr. Reese came into my office in person and I paid him the first note in full as shown by payments credited on the back of the note when I took it up from the hands of M.V.Reese. I also overpaid the same note by the sum of \$17.36 which was included in a \$53.00 note drawn by me payable to M.V.Reese for the benefit of Tip Reasor, that M.V.Reese might trade said \$53.00 note to said Reasor for cattle. I also overpaid it by the further sum of \$5.00 which M.V.Reese was to pay me for a pistol, and M.V.Reese agreed to and permitted the credits to be endorsed on the second or twelve months note here sued on, and he then delivered up to me the first note as fully paid and I herewith file the first note showing settlement and credit marked "First Note". I accepted an order from M.V.Reese in favor of D.Z.Parsons for \$45.00 and paid same in full February the first 1890, the receipt is filed with my answer as "exhibit 1". I further paid C.B.Turner C.L.C. \$15.93 on a judgment obtained against Arminta Reese in favor of W.P.Wood, and I paid this on the written order of M.V.Reese as shown in his letter filed herewith and marked "letter 1". I further paid Mary J.Jones \$125.00 in two payments on the written order of M.V.Reese here filed as "letter 2". I first paid \$100.00 devoting \$55.00 to the payment of the principal and interest on the Tip Reasor \$53.00 note and so specifying in the re-

ceipt filed as exhibit 3. The remaining \$44.98 was to be credited on the note here sued on and known as the second or twelve months note. The \$35.00 which I paid her at another time, receipt for which is here filed, marked exhibit 4, is properly credited on the twelve months note. On the 16th of June 1891 I paid C.B. Turner C.L.C. the sum of \$16.11 on a judgment in favor of Luther Slomp against M.V. Reese as shown by my ledger page 183 herewith filed, which last mentioned sum should be credited on the twelve months note. I paid this amount ^{for} ~~to~~ Luther Slomp to the officer out of my own money and not out of M.V. Reese's corn. On or about the 7th day of April 1892 I sold M.V. Reese two stacks of hay at \$14.00 per ton. I here submit my day book then carried with me in which the weights and price were first entered, also my ledger page 121, and Mrs. N.B. Slomp's weigh bill in her own hand writing. The weight bill was brought to me from the scales by M.V. Reese himself. The amount of hay was \$ 4488 pounds and the amount to be paid me for it \$31.41 as indicated by C. Slomp's figures on the weigh bill before the same came into my hands. This sum of \$31.41 should go as a credit on the twelve months note here sued on. I further paid Judge H.J. Morgan by the hands of W.N.G. Slomp the sum of \$14.26, being a balance ~~cost~~ left of the \$30.26 incurred by M.V. Reese in division of land between the Reese heirs and then held against the land which I had purchased from M.V. Reese. This last sum should go as a credit on the twelve months note here sued on. I paid as cost in a suit in defence of the title to the land purchased from said Reese the sum of \$15.39, and this sum should be a credit on the note here sued on. I further paid C.B. Turner C.L.C. the sum of \$15.98 on the "Waddel note" herewith filed with the calculation of the amount interest and cost at the time paid. I further paid C.B. Turner the sum of \$7.23 for M.V. Reese and file herewith letter from M.V. Reese as my order ~~x~~ marked "Letter 1". M.V. Reese says in the letter that he owed Bonny Turner the sum of \$62.50 with a credit of \$53.00 and that he thinks the balance was about \$6.00. I paid the balance of \$7.23 as shown by check filed with my answer marked "Exhibit 8". Both of the last mentioned sums should be credits on the note here sued on. I further paid M.V. Reese the sum of \$1.25 in professional services.

I further paid Mr Reese the sum
of \$88.46 ^{memo note, on} on the order of Mr Reese
as shown in "ex 9" This money was
paid to Beaura Olinger who on
June 22/89 garnished or attach-
ed that sum in my hands, and
ordered me when it fell due to
be paid to Mr Reese to give him
Beaura Olinger a credit for that
amount on a Doctor & Surgeons
bill which he Beaura Olinger
owed me for Amputation of
his leg, and 43 days subsequent
attention, and attention previous
to amputation, The money did
not fall due to be paid to Mr.
Reese until the following Feb, 17/90
Soon after Beaura Olinger attached
this sum in my hands and order-
ed me to give him Credit for
it, he took sick, and died
about Sept, 1/89, but when
the money fell due to be paid
to Reese I gave Olinger Credit
for same on acct I held against
him, and as he had ordered ^{paid} as
shown by the entry in my
ledger page 46. The amount-

of the account which Beaura Olinger
owed me at that time was \$110.⁰⁷
and together with hay sold to Jacob
Olinger and professional services
rendered to Jacob Olinger, amounted
to the sum of \$130.²⁷ and none of
the remainder has been paid by Jacob
Olinger except Chestnut timber to make
300 fence posts, valued at \$3.⁰⁰ and one
board tree valued at \$1.⁰⁰ and ~~2 oak~~
timber to make 28 oak rails, valued
at 28[¢] as shown on my ledger on
page 66 ~~of my ledger~~. Jacob Olinger
says in his deposition that he paid me
a lot of land in the town of Olinger in
payment of Beaura Olinger's debt.

The lot was given me in payment
of my services to him as per wit-
nessed contract, for drawing up
a topographical map of the coun-
try around Olinger Station, and
a petition and obtaining the
signatures of 130 heads of families
thereto, and forwarding or caus-
ing to the same to be forwarded to
the directors of the Louisville & Nash-
ville Rail Road Co. foraying them
to cause the depot at Olinger Sta

tion to be located on its present site, and as a further inducement to me to move my office from Turkey Cove to his proposed town site & help build up the town, the lot lies outside of the town plat and was valued by C. D. Baily and J. B. Floyd Oliver ~~at~~ on oath - at \$25.⁰⁰ I also state that the lot is not worth over ~~\$25.~~ 25.⁰⁰

Jacob Oliver made me a deed to the lot valuing it at the full amount that he and Beaura Oliver owed me, I refused to accept the deed, and it remains unrecorded. And if the same ^{paid} had been on the debt, a \$25.⁰⁰ lot in Oliver would scarcely pay a doctor bill & hay bill of \$130.⁰⁷

M. V. Reese left Va for Ky, soon after my purchase of the land of him but returned about the time the first note fell due, received payment for it & surrendered ^{it} to me and departed for Ky, again, and after I had sent him cash and paid him for others on his own orders, the full amount of the money due him for the land, and refused to

to send him any more, Though he
appealed to me hard, saying that
if I thought that I might possibly owe him
as much as \$5. or \$10.⁰⁰ to send him that
much as he was going to get married ^{see "Letter 8"}
and I still refused to send him any
more money, and notified him
that I had already overpaid
the amount due him, he then
wrote me a letter, stating that
if I would pay him \$100.⁰⁰ more,
that he would make me a "good deed",
as he was under age when he sold
me the land, and that my deed
was not valid unless he chose
to make it so. I refused to be
squeezed thus, and as John M.
Bailey still held the 18 months note,
I notified him that he would have
to show that I had a good title to
the land purchased of Reese, he
for his note, assigned him by
Mr Reese could be considered a
good note, J M Bailey sued me
on the 18th months note, and showed
that Mr Reese was over 21 years
of age when he acknowledged
the deed, and the Court ruled that

The note was valid, I sustained ~~then~~
a loss or damages of about \$40.00
in Costs &c, on account of this suit.

The whole of the foregoing
answer is excepted to because
taken nearly verbatim from an
answer prepared by witness, and
read off by him to the typewriter
as to that part of answer which is
type written, and the part of answer
in writing, was copied by said witness
from the answer prepared beforehand
as first aforesaid, and that part of his
answer which pertains to the suit of
J. M. Bailey on third note, and his claim
of \$40.00, damage in said suit, are further
excepted to because immaterial to the
issue in this cause.

J. C. Nail for Plff.

Ques

Did you ever furnish M. V. Reese
a statement of the payments you had
paid him on the note sued on and try
to settle with him?

Ans.

I did, About two years ago I furnished
Reese a statement (in writing) with a
few ~~reins~~ (reins) of the amounts, Costs &
interest paid for him, on his order,
and on garnishes or attachment, and

And the amounts of Cash paid Mary Jones
for him &c. Reese took the statement away
from my office with him, and after
ten or twelve days returned with it,
with memoranda written on it with
pen and ink, in his own hand, &
stated that he had forgotten the par-
ticulars, but would give me
"a clear receipt," if I would pay
him back, or return the amount of
the Beaura Olinger notes, which I
had previously paid Olinger for
him on his order as shown in
"Ex 9" I here file the said statement
made to me, Reese & returned by him
to me, — with his own writing
thereon, marked "Statement."

Ques.

What amount do you claim
that M. V. Reese owed you on ac-
count of over-payments on his notes?

Ans.

On a rough calculation I made it

\$86²⁶

Ques.

Will you herewith file the mem-
orandum which you used in giving
your deposition and state why you
used same? The part of foregoing question
which ~~is excepted to~~ ^{is excepted to} witness to state why used memorandum

Ans.

Herewith file the memorandum
of notes, figures, dates, amounts cost,
interest- &c, because excepted to,

and because just previous to my giving my deposition, I asked your honor if such memoranda could be referred to—to refresh my memory, and you told me they could, and I only so used them, to get, amounts, days, dates, & subjects, as there were such a mass of them that I had to refer to the dates & different times, to get them correct and in proper sequence.

Ques. Did Perry Olinger's mother after his death ever offer to give up to you the notes which Perry held against M. V. and Arminia Reese?

Ans. ~~As~~ She knew the notes had been paid her son by me, and got the notes & held them out to me, I was going to survey some land & told her I would get them on my return, I was called away in another direction & did not return for the notes, Mrs. Olinger took sick and died pretty soon thereafter and the notes fell into the hands of Jacob B. Olinger, who

yet has possession of them.
And further this deposition says that J. M. Pritchard
all of the foregoing depositions
of J. M. Pritchard is excepted for reasons
already stated under ^{answer to} question 3. and for
the further reason that the same was

not taken between the hours specified
in the notice, to take said depositions.
Said notice specifies that the depositions
shall be taken between the hours of
9 A.M. and 6 P.M. whereas the deposition
was taken between the hours of 6 P.M.
and 11 P.M.

J. C. Noel, for Plff.

The foregoing exception is not prop-
er because the time at which this
deposition was taken was by agree-
ment with attorney for plaintiff,
and also said attorney was present at
the taking of same.

H. L. Woodward for deft.

No other witness appearing the furth-
er taking of ^{these} depositions is adjourned
till tomorrow at the same place.

This June 6th 1900.

J. D. Olinger J. D.

Met pursuant to adjournment
at the law office of C. T. Duncan
in the town of Jonesville Virginia
on June 7, 1900. No witnesses appeared.
Virginia Lee County Court,

I, J. D. Olinger a justice of the
peace ^{for the} county aforesaid in the state
of Virginia, do hereby certify

~~the~~ the

that the foregoing depositions of M. V. Reese, J. B. T. Olinger and G. D. Bailey were duly taken, sworn to and subscribed before me at the Town of Olinger Virginia, on June 2nd 1900 between the hours of 9 A. M. and 6 P. M. and for the purpose mentioned in the caption and pursuant to notice hereto attached.

The deposition of J. M. Prichard was duly taken, subscribed, and sworn to before me at the law office of C. V. Duncan in Jonesville Virginia pursuant to adjournment on June 6 1900, to be read on behalf of defendant.

Given under my hand this the 7 day of June 1900,

J D Olinger J D

J. M. Pirhard
ack { depositions

M. V. Deere

Received from J. D.
Oliver the J. P. before
whom taken and
filed June 7th 1900
A. B. Munsey clerk

Costs J. P. ~~\$7.00~~
Fees 1.50

This deed ^{was} made this the 19th day of February 1889 between Milton V. Reese of the first part and J.M. Pritchard of the second part all of the County of Lee and State of Virginia, Witnesseth, That in consideration of the sum of seven hundred and seventy-two dollars and fifty cents (\$772.50) in hand paid and secured to be paid by the party of the second part to the party of the first part, ~~Twenty~~ Twenty dollars of which is hereby acknowledged paid, and Seven hundred and fifty two dollars and fifty cents (\$752.50) secured by note to be paid to the party of the first part by the party of the second part in three equal installments and to be paid in six, twelve and eighteen months from the above named date, the said party of the first part by these presents give, ~~grant~~, bargain, sell, deliver and convey unto the party of the second part a certain tract or parcel of land lying and being in the Graborchard in the county of Lee and State of Virginia and divided by the commissioners into two lots and numbered in the plat Lot No.5 and Lot No 14. Lot No. 11. is bounded as follows: Beginning at 1 a stake four links west of a black gum and chestnut pointers (about three poles north of the top of Wells' ridge) corner to Lot No.4, thence S.60 1/4 W.13.66 poles to a stake S.72 3/4 W. 4 poles to J a stake and pointers, corner to Lot No.6. Thence with a line of the same S.40 1/2 E.384 poles to (K) a stake on the original line and about 1 1/2 ^{poles} east of a hollow and by a black-oak, white-oak, and chestnut-oak pointers & chestnut oak about 3/4 poles east of said hollow, Thence with the original line N.61 1/2 E.60 poles to (L) a stake corner to Lot No.4., said stake is 8 poles east of public road where it crosses a branch at a small culvert or bridge, said stake stands about 1/2 pole west of a red oak pointer also a black gum pointer 3/4 poles west, Thence with a line of Lot No.4. ^{A.} 10 3/4 W.363 poles to (I) the Beginning, containing 85 acres be the same more or less.

Lot N 14 is bounded as follows; ^{to wit:} Beginning at (7) original corner two whiteoaks (now a tree and stump) on the south side of Crab orchard creek thence with Original line N.38 1/2 W. 28.87/100 poles to (8) a stake corner to Lot No.10 and with a line of same N.52-49 E. 25 32/100 poles to 9 a sugar-tree and two buckeyes and stake on the south bank of said creek corner to lot No.13 and with a line of same S.38 1/2 E.79 1/4 poles to a large water oak fore and aft line tree continuing same course in all 140 poles to (10) a stake large ~~xxxxx~~ white oak and chestnut pointers near the top of Wells ridge thence S.72 3/4 W. 39 1/2 poles to (11) a stake on the original line and with same N.26-50 W.60.8/100 poles to (7) the Beginning containing 18 acres be the same more or less. To have and to hold said tracts or parcels of land with all their appurtenances unto the party of the second part and his heirs forever. And the party of the first part covenants that he will warrant generally the title to the land hereby conveyed. And the said party of the first part hereby reserves to himself the vendor's lien on said land until the purchase money therefor is fully paid. Witness the following signature and seal.

Milton V.Reese (Seal.)

Virginia, Lee County, to wit:

I, John Riddle, a Justice for the County of Lee and State of Virginia do certify that Milton V.Reese whose name is signed to the foregoing deed dated February 19 1889 personally appeared before me in said county and acknowledged said writing to be his act and deed.

Given under my hand this the 4th day of October 1890

John Riddle, J.P.

Virginia, Lee County, to wit:

In the Office of the said County, April 4th 1890. This deed was presented and with the certificate thereto annexed admitted to

record.

Teste: John R. Gibson, Clerk.

Acopy, Teste: B. M. Morgan Clerk

J. M. Prichard
From ³/₂ Deed
Milton V. Reese

D.B. 25-p 27.

Exhibit "A"

Cerk 85-c

\$250.⁸³/₁₀₀

Twelve months from date I promise to pay Hilton V. Reese The just and full sum of Two hundred & fifty dollars & eighty three cents, with legal interest, for value received in hand and I waive the benefit of my homestead exemption as to this obligation. Given under my hand & seal this the 19th day of Feb. 1889.

J. W. Richard *Seal*

" Credit -
Oct 4/89 By Bal.
on Note \$17.36

^{11th}
Nov 1/889, Credit
By 1 pistol - \$5.00

Credited on the
within Note \$5.00

Cash. paid July 11/91.
Mary Jones

Exhibit "B"

2nd Note

There is all the size
envelop I have & don't
know what to do but
direct it to name

Garner Key,
Boys & Co

April 17th 1890

Mr J. M. Richard

Dear Sir

Just received your letter
yesterday & sorry to hear
of your being confined so
long. I have got entirely
well except I have a consider-
able cough, think I will
get shut of it soon.

I borrowed some
money of a fellow before
heard from you, & was depending
on getting some from you
soon it is due now & I don't
know what I shall do, with-
out sacrificing something.

I am going to see him
in the morning & get him
to wait a couple of weeks longer
before by that time you
will be able to send it
to me. So do the very
best you can for your
self & me to, but if you
can only send a little
it will help.

(I owed Barry Turner
a note of \$625 & Mary has
a receipt against it for \$5300
which leaves \$950 and also
Charlie Cox was to pay him \$1000
3000 for me but I want him what he owes me
know how much but sure he will I believe have
the remainder is not but all that is due him
\$4 dollars & all so safe
Maddo holds the note &
a loan on it so I think
he ought to produce the

note & if pa did not
pay what he owed me
on that cost tell
him to see Turner &
settle it with him
then I think he got some
unlawful money off me
on that \$1000 note
but when he produces
the note pay the remainder
~~and if he do not produce~~
~~it at once~~ you need not
hold anything back to
pay it if you can ~~and~~
if pa pays
him what he owes me
the remainder is not but all that is due him
Maddo's Truly W.D. Ruri

M. V. Rie's let-
ter on the Bouy
Turner & Alfth
Slump, Notes,
W. P. Wood

"Letter 1."

J. M. Richard

Curdo West Virginia

June 29th 1850

Mr L. M. Richards

I received a letter ^{the day} ^{ago} saying
you was down with flux & unable
to get your money for me
well I have not ~~had~~ well since
I had measles & not able to work
by rights, & it has been five or six
months since it was done & I have
needed it all the while now I want
you to send it to me at once
I have the notes one of \$5.30
which I bought back from Rip Pearson
and some on a note you said
you did not owe me over six or five
dollars at the very side well I think
your mistake but a time settlement
will show & what ever it is I
want it all together & as quick as
possible, but I hate to be in a hurry
but I can not help it

Now please get out & get
it for me at once & give it to
Mary with a account of all you have
paid me & get your notes

which she will register to give
at Garretts Key & I will get it

Please remember I am
in need

Your Friend M. V. Reese
Curdo W. Va

I'd just here if you
wish for I have but have
a note & will remain

Letter on
the 5th ^{and} note.

"Letter 2"

being do W.D.
May the 15th 1896
Mr. J. M. Richardson
Dear Sir

Your letter
received. Some days
ago, think you are
mistaken about
me making any
threats, certainly
did not mean
any. Neither
hard I thought
hard of you
for not sending

one more, I will
promptly. I want
a settlement so as
I would know
how we stood as
much, I am
coming home in
about a month
(Couldnt you kind
of guess at what
you owe me if any
thing, Mary says
do not owe me
anything for I
brought a statement
of a thing you had
paid me 6 and you
know, I haven't
much idea how
I stand)

(but if you will
guess at it and
if you think ^{it is} ~~it is~~
^{you owe me anything} ~~it is~~
5 or 10 dollars it will
help me, for I am
going to bring a woman
home with me a
wife ^{confidently} ~~knowing~~ ^{that}
I will have it
calculated and if
you should have
ever paid me
I will rectify
I am hoping to
hear from you
Soon yours

John
M. B. B. B.

"Letter 3"

Paid on this note \$254.29 This Oct 4-1889.
Which was full amt of Note & Interest - Jm.P.
There were partial payments & int was only \$3.45-

\$250.⁸⁴/₁₀₀

Six months from date I promise
to pay Milton V. Reese the sum
of Two hundred & fifty dollars and
eighty four cents with legal in-
terest for value received in land
and I waive the benefit of my home-
stead exemption as to this obliga-
tion, Given under my hand & seal
this Feb. 19th - 1889.

J. M. Richard 

M. V. N. To ap ^c , Shin Hard	2.75
To Bal. money sent Texas	12.15
" One horse	100.00
" 1 Saddle	10.00
" 1 Bridle	1.50
" 1 pr Boots	3.75
" 1 Hat	1.25
" 1 pr. Gloves	.75
" Order Bot. carries	3.50
" Am't Paid Alf Slump	82.95
" \$53. ⁰⁰ Note for Tip Reesor	153.00
	<hr/>
	\$271.65
	<hr/>
	254.39
	<hr/>
	\$17.26
	<hr/>
	5.00
	<hr/>
	\$22.26

This amount credited on
 The 2nd Note
 To One pistol

Am't. of Within Note 250.84
 " Int. - partial pay'rs - 3.45
 Subt. from amt paid \$254.39

First Note

Note -

Jm. Richardson

To
 M. V. Neece

\$250.⁸⁴/₁₀₀

Paid.

\$60.00

twelve months after date we do
Either of us bind our selves to pay
to the order of Charles W. Haddell
Sixty dollars for value Received
of him and we here by waive the
benefit of the Homestead Law as
to this debt - witness our hands and
Seal This August 13th 1888

M. V. Reese Seal

Armintha Reese Seal

witness C B Turner C L L

For value received
hereby assigns the within
note to W. P. Wood
Aug. 8th 1889
C. B. Turner

"Wood's note"

Sept

249

Sept 24 1889
The
W. P. Wood
\$53.00
W. P. Wood
W. P. Wood
W. P. Wood
W. P. Wood
W. P. Wood

I have assigned this
Note on W. L. & W. L. L. L.
Reese over to C. B.
Turner for value
Received of him Feb 19
889 L. W. L. L. L.

Poor Quality Original. Best Possible Capture

W. H. Schieffelin & Co.'s Soluble Pills

Preferred when not otherwise specified.

R

2 1/2 doz. white

1 doz. white

1 doz. white

1 doz. white

1 doz. white

1 doz. white

1 doz. white

1 doz. white

1 doz. white

1 doz. white

1 doz. white

1 doz. white

1 doz. white

7.76 Recd
1.00 Hyatt

7.76

9.00 @ 50¢

Grant @ 5.00

2.25

4.50

4.50

7.60

28

W. H. Schieffelin & Co.'s Soluble Pills

Preferred when not otherwise specified.

R Hay hauled

by M. V. Reese Apr 1882

1st load ✓ 9.12

2 " 2 9.16

3 " 7 13.80

4 " 7 12.80

4.488
.70

1400

1200

3.41.60

31.41.60

\$ 31,41,60

488

76

3.41.60

See Oct-16th & 17th/₇₁
for 4 slips system
got at Fortz's

Jan, Hornoy-
Col. Pack at Ellick
Collins-

8

W. H. Schieffelin & Co.'s Soluble Pills
Preferred when not otherwise specified.

R

3rd degree.

A. P. Daniels

Dallas Lodge #4

L. O. Hunt - 10/1

Ely kept - 4/15

J. M. Benson & Co.

N. M. Edwards & Co.

Wm. L. Benson & Co. 10/15/89
until July 1st/89.

W. H. Schieffelin & Co.'s Soluble Pills

Preferred when not otherwise specified.

R. *Tonic Prescription*

Fr. Gentianae ℥viii

Fr. Styracis Vom. ℥iv

Aqua Purra ℥vii

Hypophosphite of Lime ℥ii

Hypophosphite of Iron, ℥ii

M. Sig. - Take one or two
Three times a day.

Mrs. E. R. Tennant

Maricetta La. La.

Cons'n July 19/92.

- For -
Rheumatism.

R.

Gum Guaiacum.	℥ i
Flower Sulphur	℥ i
Salt peter	℥ ss
Alcohol (add)	℥ iv
Water	℥ j

M. Sig. Shake well
& take a tablespoonful
Three times a day.
At a Conon.

July 14/92

W. H. Schieffelin & Co.'s Soluble Pills

Preferred when not otherwise specified.

R

Pres. for Clap

R. Cut it off

Close up to the

belly, on the very

first appearance

of the disease.

Wm. H. Schieffelin

Ind. Phila.

("Day Book.")

103 acres @ 7.50 = 772.50
20.00

1st note 257.50

int.

second 257.50

int.

212.88

M. V. R

By First note & int. when paid

By second note & int. when paid,

\$ 520.18

1888

May 13th To Aunt. Shinn work. A Davis ^{Francis made} 273

" Neck tie X .25

" 2 ds work Jim Davis X 1.00

" 1 " Francis made X .50

Nov. 20 " Cash with Int. 15 date (Tax) ^{Cred. pd in coin} X 25.25

Feb. 19th 89 To 20 gold piece acknowledged

" " " " 1 horse 100.00

" " " " 1 Saddle 10.00

Buckle 1.00

pr. boots 3.50

Hat, 1.25

Pr. gloves .75

Order H. Carries 3.50

1 Pistol 5.00

all in ride in city
credit of our note
212.88 X 30
X 1.37

\$ 173.80

~~4488~~ ~~4488~~

Apr. 92 To hay [#] 4488 @ 14. per ton ~~44.80~~
 No 3 54 @ 15 per hundred = 81.41
 First payment should have been 9.84.
 \$22.56 in place of 17.36 ^{no way over} ~~17.36~~ ~~81.41~~ ~~9.84~~ ~~22.56~~
 Beaura Olinger X 85.46
 D. J. Parsons 45.00
 Luther Slump 16.11
 Bal. div of lands (I will pay if contract) X 14.26
 Bal on Radell note 13.98
 Acknowledging deed .50
 Pat woods X 15.98
 Alf Slump 82.95
 Mary Jones Cash 25.00
 " " " 100.00

~~439.30~~

Ant- over \$137.30 173.80
 Ant. spent-defending title (if according to agreement) X 12.77

~~625.87~~

To note - int - paid to Henry
 Turner vs. M. V. & Minta Reese (produce note) X 7.28
 \$633.10

Statement

May 28th/91

M. V. Reese

[Handwritten signature]



Dr. J. W. Trichard
Yorktown
Va

Dark Cove

20

110

Poor Quality Original. Best Possible Capture

1876

Election of
County Officers May
28th/91.

Exhibits filed with deposition
of J. M. Richard.

Mr. St. Oliver
No. 2 in library
J. M. Richard

Dr. J. M. Prichard
Turkey Cove, Va.

Dear sir:

You will please pay Dr.
G. Parsons forty five dollars out-
of \$250⁰⁰ land note due me Feb 1, 1890.
and this shall be your receipt for
The same, on said note, Nov. 14, 1889

M. V. Reese

J. M. Prichard
order "Ex. 1"
\$45⁰⁰

I accept the within
order - J. M. Prichard
Nov 30/89.

Received of J. M. Prichard
\$45⁰⁰ in full of the within
order. Feb. 1. 1890

D. J. Parsons

VIRGINIA--Lee County, to wit:

To W. B. Turner, Constable of said county:

I Hereby Command You to Summon Aminta Reese, if to be found in your District, to appear at John Riddle, in said County, on the 6 day of July 1889 before me or such other Justice of said County as may then be there, to try this Warrant: to answer the complaint of W. P. Wood and U. L. Kemp upon a claim for money not exceeding \$100.00, exclusive of interest, to wit: for the sum of \$ 12.81 due by note. And then and there make return of this warrant. Given under my hand the 29 day of June, 1889.

John Riddle, J. P.

W. P. Wood

AGAINST.

Aminta Reese

On the 6 day of July 1889.
IN DEBT.

At John Riddle, in said County.

JUDGEMENT, That the plaintiff recover of the Defendant, \$ 12.81, with interest thereon from the 22 day of Jan, 1889, till paid, and \$ 1.00 for costs.

John Riddle, J. P.

VIRGINIA--LEE COUNTY To wit:

TO W. B. Turner, CONSTABLE OF SAID COUNTY:

I COMMAND YOU, In the name of the Commonwealth of Virginia, that of the goods and chattles of Aminta Reese, in your County, you cause to be made the sum of \$ 12.81 with interest thereon from the 22 day of Jan, 1889, till paid, which W. P. Wood has recovered before me in a warrant in Debt, and also the sum of \$ 1.00 which were adjudged to said W. P. Wood for costs in prosecuting said warrant. Given under my hand 6 day of July, 1889.

John Riddle, J. P.

Received of J. M. Richardson
on the within Judgement
Fifteen Dollars & ninety-eight
Cents (\$15.98) in payment in full
of all costs, interests principal
and commission This
June 16th 1891

June 1911 C. B. Turner Esq

Prim.	12.81
Int	1.51
Costs.	1.00
Com.	.66
	<hr/>
	\$15.98

THE UNIVERSITY OF CHICAGO

\$100.⁰⁰

Turkey Cove, Va. July 27th/90.
Received of J. M. Prichard
for M. V. Reese, One hundred
dollars (\$100.⁰⁰) in payment
in full of a \$53.⁰⁰ note and in=
terest. The remainder to be
credited on a \$250. ^{$\frac{53}{100}$} which
was due Feb. 17th/90. Both notes
due M. V. Reese for land.
Mary. J. Jones.

Q. c. h. for
\$100.⁰⁰ paid
M. V. Reese
July 27th 90.

Ex 3

13

24

\$25.00

Turkey Cove, Va. July 11th/91.
Received of Jm. Richard. Twenty
Five ————— Dollars which is also
credited on a \$250.00 note due
M. V. Reese. Credited on note
also the named day & date
above. Date of note amount cred-
ited on — Feb. 19-1889.

Mary Jones

M. V. Reese

Receipt—

25.00

~~25.00~~

" 4. 4"

Turkey Cove, Va, Feb. 17th 89.
Dr. J. M. Prichard.

Please pay Luther
Stump \$12.⁵⁰/₁₀₀ out of the
first money due to me,
from you, for land, and
Oblige Yours Truly,
Milton Kiene

See also ~~reference~~ ~~reference~~
in your next letter

M. V. Reese's
Orders - to
pay money to
Luther L. Linn
\$
Ret- 1611 M. V. R.

" 4. 0 - "

April 25 1892

To 4 loads

/ 9 16 lbs

" " 9 12

~~10380~~

1280

4.488 paid for weighing

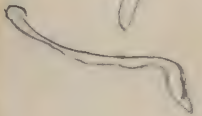
c V. B. Slump

W

4488
12
17982
4488
20062.832
6141

M. V. Reese
To Hay.

4 488 @ 14^s
for Ten

M. V. Reese
-Hay-


Hay

" 4 6 "

THE COMMONWEALTH OF VIRGINIA:

To the *Sheriff of Lee County*

-Greeting:

We command you, That you summon the Virginia Coal & Iron Company, a corporation formed and existing under and by virtue of the laws of the State of Virginia, The New York and New Jersey Coal Company, a corporation formed and existing under and by virtue of the laws of the State of New Jersey, the Virginia, Tennessee & Carolina Coal & Iron Company, a corporation organized and existing under and by virtue of the laws of the State of New Jersey, John O. Haskell, Agent, E. H. Moon, The Central Trust Company, a corporation formed and existing under and by virtue of the laws of the State of New York, Thomas, J. J. Kelly, Jr., John O. Ginn and Eliza Kelly, Trust. Burinkle, John Burinkle his wife, Jacob H. Oliver, David C. Kagan and Augusta Kagan his wife, Emma C. Parsons, James Moore, Elizabeth Moore his wife, Wm. J. Parsons, W. T. Egan, Thomas, H. E. McElroy, Christian Vandusen, Edwin C. Partridge, Frank Burdett, Charles A. Foster, John Flanagan, C. E. Allen, Jason Ely, James Peibohard, J. E. P. Lane, Wm. Lane, F. C. Ballard Stanton, A. C. Morris, Paul Morris, Jordan Morris, Alexander Morris, A. Hill, the New York and New Jersey Coal & Iron Company, a corporation formed and existing under and by virtue of the laws of the State of Virginia,
HARRISON
H. O. Harper, James Moore, Alice Lamb, Emma Parsons, Francis Barker, Eliza Barker, David McElroy, Thomas Lane, Nathaniel M. Taylor, Geo. H. Taylor, E. H. Taylor, Geo. H. Parsons, A. A. Taylor, Edward C. Taylor, E. H. Taylor, C. W. Taylor, Hugh Taylor, George Job, E. Job, John Hayes, Malinda Hayes, Virginia Park, T. W. Birmingham and Cordelia his wife, Dr. Daniel H. Job, Nellie his wife, J. T. Mulaney, C. J. St. John and Carrie his wife, C. F. Smith and Loretta his wife,

John Keenan and Eva his wife, A. S. John and Ellen his wife, George Oulancy, Joseph B. Oulancy, Hugh Sullivan and Kate his wife, T. V. Jackson, Mrs. T. C. Murphy, Mrs. Mary Garber, T. L. Miller and Anna his wife, James Pagan and Lillian his wife, T. C. Jackson, Samuel B. Jackson, A. V. Love, Nathaniel Love, Robert E. Love, Frank A. Love, Frank LeRoy Shields and Mary his wife, Charles Garber and Anna his wife, James Tipton and the unknown heirs of Lavina Tipton, To Appear in Rules at the Clerk's Office of the Circuit Court of the county of Wisc., at the Rules to be held for the said Court on the first Monday in June, 1893, to answer a bill ~~xxxxxxxxxxxx~~ in chancery exhibited against them in our said Court by Joseph T. Johnston, Magaline Johnston, Annabella Johnston, Geo. T. Johnston, James H. Johnston, Mary T. Johnston, Elizabeth T. Johnston, Mary C. Crawford, E. A. Crawford, T. B. Skinner and Nellie his wife, Sarah J. Crawford, Rebecca H. Miller, Elizabeth Fimsy Robinson, F. Geo. Work, Jesse W. L. Work, Jane Smith, Rebecca Smith, Henry Work, Agnes Miles, Agnes Fimsy Robinson, Wm. H. Kane, Arabella Kane, Jane E. Drum, Thomas L. Drum, Simon H. Drum, Ella H. Drum, A. E. Drum, Julia K. Drum, Col. Finley Drum, Wm. H. Drum, Fekia L. Drum, S. H. Gentry, who are the heirs at law of John Johnston, deceased.

And they claim and demand this bill.

Witness, J. E. Liles, Clerk of the said Court at the Court House the 27th day of April, 1891, and in the 117th year of the Commonwealth.

Teste, E. Lipp, Clerk
A Copy Teste, J. E. Lipp, Clerk

A copy for
James Pritchard for
M. V. Reese.

\$10.30
+6

61.80
5-yr.

3.09.00

~~7~~

Ex 7

Big Stone Gap Va. June 16th/91.
Bank of Big Stone Gap.
Pay to the Order of C. B. Turner
Seven $\frac{23}{100}$ dollars
for value received by R. L. L.

J. M. Richard

C. B. Turner

O. H. Flannery & Co

For Collection, 1897

POWELL'S VALLEY BANK

KINGSVILLE, VA.

W. K. ARMSTRONG, CASHIER.

For Collection on Account of

STATE NATIONAL BANK
KNOXVILLE, TENN.

\$24 80

"20 x 9"

Warren

Shelby

Letter

Granger Boyd Co Ky
March the 5th / 889

Dr. M. M. Hill
My Dear friend

While I have the opportunity of awaiting you a letter I will endeavor to write. I can say that I am well except a very bad cold. I have him to see your mother two or three times found a good friend in your mother. There is more life in her than half of the young girls. I stayed all night down there the other night & she followed me out to

gate and told me to
just come down when
I got ridy & stay as long
as I please

Walter & my self has rented
15 acres of ast ground from
your father. We haven't
got all of our corn
ground fixed out
yet we only want about
20 acres but every body
wants to rent to us

I sold my mare this
morning for \$115.00

He took a like to my
saddle and bridle &

I told him who it
was & he fought it &
give me \$5.00 for it

I owe Luther \$12.00 & something I wish
you would pay that

Charles Clinger
note on it if you collect
Ma. Over. Bury Clinger
\$800.00 When my money
comes due I wish you
would pay that for
I guess they ever got
that much or more
he shore & make some
of them rabbits up
there on the ridge
help pa work & I
will do it.

Write me all the
news. I am going
to take some good
paper for I am later
satisfied when reading
make Florence write
me fore she can tell
me more about the
boys & girls than you.

I had rather be at
home than any
where if it wasnt
for so much temptation.
So I have set it down
to brake my self from
home.

Jimmy Alf Slump is
mad at me & it is
uncertain what kind of
a tale he will start
on me about that
note. Do you ever
tell the people that
I dident leave with
the intention of not
paying him from
what I left behind
Write soon your friend
and an old ~~man~~ M. J. Rena

ATM. GOINS,
ATTORNEY AT LAW,
JONESVILLE, VIRGINIA.

J. M. Prichard
ads
M. V. Reese } in Chy

Exhibits Filed with
Defts. Answer.

"Земщина"

212, 219, 220, 221

Bal. from Plow 17.26

THE NEW YORK PHARMACAL ASS'N.

YONKERS, N.Y.

Dr J M Britchard

Blinger

Va

"Memoranda"

Put in the 20 gold

"Mem" J. M. Prichard ^{note} first note in full
 11/7/88 I was informed by Mr. V. R. that I paid Mr. V. R.
 all of first note, as shown by the pay-
 ment entered on the back of the note
 when I took it up from the hands
 of Mr. V. R. I also over paid the
 same note by the sum of \$17.26
 which was included in a \$5.00
 note drawn by me, payable
 to Mr. V. R. for the benefit of Lip
 Reason. I also over paid it by the
 further sum of \$3.00 which Mr. V. R. was
 to pay me for a pistol, and Mr. V. R.
 agreed to, & permitted the credits to
 be endorsed on the 2nd or 12 month
 note. I further paid Mary J. Jones the
 sum of \$125.00 ^{cash} in two payments, on the
 written order of Mr. V. R. here filed, as letter

Whelan his
 possession
 5.00
 Put in
 the pistol

Note 2nd

unpaid
 See how

I paid the 100 first, deducting
 \$3.00 of it to the payment of the Principal
 and interest, of the Lip Reason \$3.00
 note, & specifying in the receipt-
 here filed, as Mary J. Jones claimed
 that the note had not yet arrived
 by mail from Mr. V. R. The remaining
 44.98 was to be credited on the note
 here filed, & known as the 2nd or 12
 month note, & the same receipt-
 specifies. The \$25.00 which I paid

His Bal.

44.98

Another 25.00

25.00

The order

\$45.00

Explain

W. B. Wood

Explain how

The judgment

was obtained

& paid

L. C.

11

Luther Slump

Exp. book

+ paid

Hay -

\$31.40

her at another time receipt for which
is here filed, is properly credited on
the 12 months note. (I accepted an
order from M. V. R. ^{in favor of} C. B. G. Parson for
\$45.00 & paid same in full Feb. 1/90
Receipt is filed as ex. 1.) I paid C. B.
Turner C. L. C. \$15.98 on a judgment
obtained against Araminta Reese in
favor of W. B. Wood. I paid it by
the written order of M. V. R. as shown
in his letter, marked "letter 1" "filed"
On the 16th June '91 I paid C. B. Turner C.
L. C. the sum of \$16.¹¹ on a judgment in
favor of Luther Slump, as shown in
my ledger, p. 183, ^{herewith filed} in my deal with
C. B. Turner C. L. C. also by the rec.
I paid out of my own money & not out of Reese's corn. Costs
I sold M. V. Reese two stacks of hay on
Hay - about Apr. 7/92 @ \$14.⁰⁰ pr. ton, I
^{marked} ^{Day Book} submit my day book, then carried
with me, in which the "mini" weights,
of which I was first interested in, also
my ledger, page 121, & Mrs. N. B.
Slump's weigh bill, in her own
hand writing. The weigh bill was
brought to me from the scales by
M. V. Reese himself. The amt of
hay being 4488 [#] of hay, and the
amount to be paid me by Reese
was the sum of \$31.⁴⁰ indicated by C. Slump's
figures made on weigh bill before the weigh bill came
into my possession

M. V. R. authorized me and
~~By written order in letter M. V. R.~~

Dear
1144
lands - Ex
plain that it
was against
The lower

12 of.
13 39
of title -
Covenant of
General War
Grant

1598
Wadell
C. L. C.
note,

723
Explain the
Check

\$ about
6.00

I paid Judge Morgan, by the hands of
W. A. E. Edwards, the sum of \$142.26
being a bal. left of the \$20.26 in
owed by M. V. R. in division of lands
among the Reese heirs, then held
against the land which I had just
bought from the said M. V. R. - I paid
Attorneys, clerks &c, or have secured to
be paid the sum of \$13.39 in dependance
of the title which M. V. R. made me
for the land purchased of him - said
title being under Covenant of a gen-
eral warrant and I had no title to other lands affected by said gen-
eral warrant - I paid C. B. Turner
the sum of \$13.28 on the Wadell note.
The note is here filed with the calcu-
lation of int. at that time ^{the} paid ^{paid filed Wadell note}
C. B. Turner \$23 for M. V. R. and
file letter ~~one~~ ^{marked "Letter 11"} from M. V. R. as my or-
der M. V. R. says in the letter that
he crossed Bony Turner a note of
\$62.50 with a credit of \$33.00 and
that he thinks the balance was about
\$29 dollars. In my answer to this
suit I filed the check for \$127 ^{Ex 8} which
I gave Turner in payment of that
balance ^{it being a little more than he estimated}. I also furnished M. V. R. med-
icine for himself and wife amount-
ing to \$1.25. I also paid Beanna
Oliver the sum of \$85.46

on the order of M. V. R. shown in
how the letter marked "A 9" I gave credit
appears to Beaura Olinger on his acct on
discription The 17th day of Feb. 1870, Beaura Olinger
came.

was at that time dead, but my pay-
ment to M. V. R. was full done on
that date, & previous to his death, ^{Beaura Olinger}
Beaura O. ^{on June 21/89} had attached or garnished the sum
of \$85.46 in my hands, as shown
by dep. of Joe Stewart, and ordered
me when it fell due to be paid to
M. V. R. to give him Beaura Olinger
credit on the acct, which he Beaura
ra Olinger owed me, for medi-
cal ^{surgical} services, and the amputation
of his leg. The full amount of the
acct. owed me by Beaura Olinger
was \$110.07⁴

And together with
pay sold to Jacob Olinger, & on bill
against Jacob Olinger, amounted
to 130.07⁴ none of which
has been paid except the \$85.46

Credits garnished in my hands by Beaura
Olinger, and 3.00 chest piece post,
By to J. B. acc. which is shown by register to p 57 & 52, & 69
and 28 oak nails, I also paid

for A. B. Turner a note of \$6.00 which he
held against ^{W. B. & M. B. Turner} for collection,
which note I think was in favor of

1/2 more from P

The
Dock Madell ~~or~~ Charles M. Madell note
The note is lost or misplaced, but I file my
ledger, showing in the a/c of C. B. Turner
C. R. C. The whole Transaction, p 183

Now the
lat-cone
to be added
why, the
consideration

J. B. Olinger says in his deposition that he
gave me a lot ~~in~~ of land in the town of O-
linger in payment of Beaura Olinger's debt.
The lot was given me in payment of my ser-
vices in drawing up a ^{by contract to prepare} map for the L & N,
R.R. Co, and getting 130 signers to a pe-
tition asking the Company to locate the
Depot at Olinger at its present site, and
also as an inducement to myself to move
my office from Turkey Cove to the town
of Olinger & help build ^{up the town} it ~~up~~. The lot is
out side of the town plat, and valued by
J. B. F. Olinger & C. D. Bailey - on oath - at
\$25. I also state ~~on my oath~~, that by
no means could the lot be valued a-
bove \$25.00. J. B. Olinger also owes me
\$17.00 for hay and \$3.00 for doctor bill, with
a credit on them of timber to make 300
chestnut-fence posts @ 3.00 one board tree
@ 1.00 and 28 oak rails @ 28, J. B. Olinger
claims that ~~for~~ he paid his son's debts, Even
if he had paid me the lot, on his son's
which he ~~did not~~ ^{not} ~~debt~~, a \$25.00 lot in Olinger, would
scarcely pay a doctor bill, & Surgeon's
bill of \$110.07 which Beaura Olinger

owed me at his death, less the \$85.⁴⁶
Garnished or attached against M. V. R.
and ordered paid, ^{& sent to be paid} on my acct when it fell
due, the following Feb, 19/90

M. V. Reese was in Ky, and after I had paid
& overpaid him, in cash, & on his written or-
ders, to others, & refused to send him any more
money in response to his appeals, for ~~money~~,
me to send him as much as \$5.00 if I thought
I might possibly owe him that much (as
he was going to bring a wife home with
him, and needed it very much,) he then
wrote me a letter stating that if I would
send him \$100.⁰⁰ more that he would make
me a good deed, stating that he was un-
der age when he made the trade with
me, and that my deed was not valid unless
he chose to make it so. I refused to be
squeezed in any such way, and no-
tified John M. Bailey who got held the
18 months note, that he would have
to prove that I held a good deed to
the land purchased of Reese, before
his note was valid, or he for I would
pay any thing on it, Mr. Bailey instituted
suit against me for the amount of the
note, & Mr. Bailey who was raised here
got up proof that Mr. Reese was

really under age when he made
the deed with me, but that he
was about 6 months over 21 when
he acknowledged the deed. The court
ruled that Mr. Bailey's note was good, &
it has since been paid in full. It also
ruled that my deed from M. & R. was
a good deed, all this is a matter of
record. I sustained damages to the
amount of \$40 or 50 by reason of Mr.
Bailey's suit, in costs &c. by M. & R.^s
attempt to beat me out of the
whole tract of land, after it had
been fully paid for. M. & R. did
not know that his acknowledging his
deed after he became of age, made
it valid, and was demanding of me
\$100,00 in his letters, (which are in existence
yet) or he would plead the infancy
act.

About August of last year I turned my
way to settle with M. & R. & signed a
statement of all amounts paid by myself to
him & for him. I gave him the statement
in writing. He took it off & kept it a week
or ten days & returned it, after making
notes & alterations on the small
piece of paper, with pen & ink, and I have
submitted the piece of paper with both his notes.

The Commonwealth of Virginia,

To the Sheriff of the County of Lee---Greeting:

WE COMMAND YOU THAT YOU SUMMON

J. M. Prichard

to appear at the Clerk's office of the Circuit Court of the County of Lee at the court-house thereof, at the Rules to be holden for said Court, on the 1st Monday in October, 1899, to answer a bill in chancery, exhibited against him in our Court by

M. D. Reese

And have then there this writ. Witness, A. B. MUNSEY, Clerk of our said Court, at the court-house, the 8th day of

September

1899

and in the 12 4th year of the Commonwealth.

A. B. Munsey Clerk.

A copy—Teste: _____ Clerk.

Sept 23

95

M. V. Reese

VS. { SUBPOENA
IN CHANCERY.

J. M. Prichard

J. C. Noel p.q.

To 1st Oct Rules. 1899

CIRCUIT COURT.

Executed Sept 23
1899 by delivery of
an attested copy of
the within writ to
J. M. Prichard.

J. P. Ely, Deputy Sheriff
for W. J. Milburn & Co

The Commonwealth of Virginia,

To the Sheriff of the County of Lee, Greeting:

WE COMMAND YOU THAT YOU SUMMON

~~J. B. Olinger~~ ~~M. V. Reese~~

~~Mary Jones~~, ~~L. D. Bailey~~, ~~J. B. F. Olinger~~, ~~Joe Stewart~~,
~~Charles Waddell~~, ~~Alfred Slump~~, ~~Arthur Slump~~,
~~John M. Bailey~~

~~J. B. Olinger~~ at the town of Olinger at the depot
to appear before the Judge of our Circuit Court of the County of Lee, at the court-house
thereof, on the 2nd day of June 1900 ~~189~~, to testify and the truth to say
in behalf of the Defendant, in a certain matter of controversy in our said court
before the said Judge depending and undetermined between

M. V. Reese

Plaintiff, and

J. M. Prichard

Defendant

And this

They

shall in no wise omit, under the penalty of £100. And have then there this writ.

Witness, A. B. MUNSEY, Clerk of our said court, at the court-house the 22nd day of

May 1900 ~~189~~, and in the 124th year of the Commonwealth.

A. B. Munsey Clerk

Ely
 J. M. Prichard

ado {

SUBPOENA
 FOR
 WITNESS.

M. V. Reese

Circuit

Court,

the 2nd day of June

1900

189

Executed by *Shimmer*
 all the within named
 witness except
 Charles Waddle
 Luther Slomp
 this June 1, 1900
 by J. P. Eli, D. S.
 for W. J. Milam

S. L. A.

The Commonwealth of Virginia,

To the Sheriff of the County of Lee, Greeting:

WE COMMAND YOU, That you summon Jacob B Olinger

to appear at the Clerk's office of the Circuit Court of the County of Lee, at the rules to be held
for the said court, on the 3rd Monday in December 1900, to answer as
a new party to a
bill in chancery exhibited against J M Prichard in our said court by M. V. Reese

And have then there this writ. Witness, A. B. MUNSEY, Clerk of our said Court, at the
court-house, the 26th day of November 1900, and in the 12⁵ year of the
Commonwealth.

A B Munsey Clerk

J.P. Ely

Form No. 300 1/2.

M. V. Reese

vs. {

SUBPOENA

IN CHANCERY

Jacob B. Olinger

p. q.

To 2nd December Rules.

Leicestershire Court.

Executed December
the 7 1806 by Delivering
an attested office
copy of the within
Subpoena to
Jacob B. Olinger
J A Hawood
G L C